

Tenancy Agreement

This Tenancy Agreement applies to all **Tenants (Students & Interns)**, residing in Oman Educational Services (OES) owned and/or managed properties. It creates a legally binding obligation between OES and the **Tenants**, so please read it and make sure you understand and agree to it before you sign. This tenancy agreement is governed by Oman law which international **Tenants** may find quite different to the law which applies in their home country.

For enquiries about the content of this agreement and any other financial matters only, you may contact the Accommodation Management Unit, by phone 2206 1092/22061104 or email to amu-bdb@gutech.edu.om or amu-bdb@oes.om

Tenant's Name: (as in passport or national ID)		
ID No.		
University:	German University of Technology in Oman (GUtech)		
Building (tick one please):	<input type="checkbox"/> Ahlan <input type="checkbox"/> Sahlan <input type="checkbox"/> Marhaba <input type="checkbox"/> Dhiyafa 11 <input type="checkbox"/> Dhiyafa 12 <input type="checkbox"/> Dhiyafa 21 <input type="checkbox"/> Dhiyafa 22		
Room Type (tick one please): <input type="checkbox"/> Single Room <input type="checkbox"/> Twin Room <input type="checkbox"/> Triple Room <input type="checkbox"/> Quadruple Room	Room No.		Bed No. (if applicable)
Tenancy Period Starts (date):		Tenancy Period Ends:	
Booking Fee	<p>A booking fee must be paid at the time of booking a room.</p> <p>The booking fee shall NOT be refunded, if the tenant chooses to withdraw from accommodation before the end of the tenancy period.</p> <p>The Booking fee shall be held for the duration of the tenancy agreement to act as a security deposit against any damages caused by the tenant.</p> <p>The booking fee shall ONLY be returned at the end of the tenancy period less any damages costs/penalties/late payment fees. <u>The start date and end date of tenancy period are those recorded in the accommodation system.</u></p>		
Accommodation Contents:	The fixtures, fittings and equipment in the accommodation as listed on contents inventory attached to this tenancy agreement.		
University Contents:	The fixtures, fittings and equipment which are for tenants' use in common areas		
Common Areas	Any shared facility such as kitchen, bathroom, common or other room allocated to the accommodation and those areas of OES property which are necessary for the purpose of gaining access to the accommodation		
Mode of Payment	<p>Rent and Booking Fee payment shall be paid in either one of these modes:</p> <ol style="list-style-type: none"> 1- Cash payment, at the Cashier Counter (2nd Floor, Main Building) 2- Credit / Debit card, at the Cashier Counter 3- Online payment – through accommodation system. 4- Bank Transfer, as per the details below: Bank Name: Ahlibank SAOG Branch Name: Head Office Branch Account Name: Oman Educational Services LLC Account Number: 5101-029018-001 		

SWIFT Code: AUBOOMRUX)	
Rent	<p>The <i>rent includes</i> the price of the <i>services</i>.</p> <p>Rent's payment is pro-rated to reflect the number of nights' occupation during a month whenever this tenancy agreement is signed. Full rent's payment will be charged for a full month occupation.</p> <p>Applicable accommodation rents are accessible online, through this link http://accommodation.gutech.edu.om/accommodation/prices/.</p> <p>THE AMOUNT OF THE RENT MAY CHANGE AT THE DISCRETION OF OES, WITH A REASONABLE NOTICE.</p>
Rights	<p>(a) to avail of Accommodation during the Tenancy Period</p> <p>(b) to use the Contents</p> <p>(c) to use the Common Areas</p> <p>(d) to use the Services</p>
Services	<p>(a) provision of hot water to the Accommodation</p> <p>(b) provision of electricity supply to the Accommodation</p> <p>(c) disposal of waste</p> <p>(d) cleaning of the Common Areas</p> <p>(e) lighting of the Common Areas</p> <p>(f) repair of the Accommodation and Common Areas</p> <p>(g) access to wireless internet</p>
Payment options (applicable to Tenants only, tick one please)	<p><input type="checkbox"/> In full at the time of booking</p> <p><input type="checkbox"/> In instalments (schedule of amounts is available online, 1st instalment must be paid at the time of booking)</p> <p>*at the discretion of OES, the booking may be valid for 48 hours only without payment.</p>
List of Fines and Charges	See the List of Fines and Charges at the end of the Tenancy Agreement

In this Tenancy Agreement "OES properties" refers to all buildings made available for rental service by students, guests, and interns.

The University agrees to grant and the Tenant agrees to take a tenancy of the Accommodation for the Tenancy Period mentioned above on the conditions set out in this tenancy agreement. If the start and end date of tenancy differs from the dates captured by the accommodation system, the date of this later shall supersede those mentioned in this agreement.

This agreement incorporates all the terms and conditions, regardless of where published.

1. Tenants' Obligations (all are applicable to interns and students, except when it is otherwise mentioned)

- 1.1. To apply for room occupancy via the Accommodation System accessible through www.oes-properties.com (**Applicable to Students only**).
- 1.2. To pay a **booking fee of OMR 100** or an amount named as booking fee, at the time of booking a bed/a room.
- 1.3. To pay the Rent on or before the deadline dates. All deadlines are published on www.oes-properties.com (**Applicable to Students only**).

- 1.4. To check the inventory and report any discrepancy in writing on the **‘Check-In Inventory Form’** to the Accommodation Management Unit or a designated officer within 2 days of the start of the Tenancy Period.
- 1.5. To pay the rent on time. Failure to pay at the dates as published on the accommodation website, shall incur a fine of OMR 5 on each unpaid instalment.
- 1.6. To look up for the instalment payment deadlines on www.oes-properties.com (**Applicable to Students only**).
- 1.7. To keep the Accommodation, the Accommodation Contents (jointly with other Tenants) and Common Areas in a clean and tidy condition and not to damage them. In the event of damage during the Tenancy Period which can be attributed to the Tenant’s actions, OES will seek full reimbursement of costs, deductible from the booking fee, upon receipt of repair invoices.
- 1.8. At the end of the Tenancy Period, to leave the Accommodation in a clean and tidy condition and to clear out unwanted items and personal belongings and to return the keys/passes/entry cards to the Accommodation Management Unit or a designated officer. A fine of OMR 10 shall be deducted from the **booking fee** if rooms are found untidy and full with unwanted items.
- 1.9. To allow the Accommodation Management Unit or a designated officer, at reasonable times and after giving reasonable notice, to enter the Accommodation for the purpose of viewing, inspection, maintenance or repair. No notice will be given in an emergency, for routine cleaning on the designated days, or where the need for repair was reported by the Tenant/Intern, but otherwise the Accommodation Management Unit will aim to give 24 hours prior notice for other purposes.
- 1.10. To comply with all applicable University’s Codes, Rules, and Regulations
- 1.11. To avoid actions or negligence having an adverse effect on OES properties or on other tenants or on occupiers of nearby properties.
- 1.12. To report to the Accommodation Management Unit or a designated officer any damages or need for repair as soon as you become aware of it.
- 1.13. To pay all costs incurred from breaching the University’s Regulations governing the Use of Accommodation.
- 1.14. Not to alter, to remove, add to or do anything which may cause damage to the electrical installation or equipment in the accommodation or which may be a fire risk or in any other way put the health and safety or security of others or OES property at risk.
- 1.15. Any electrical appliance brought in by the Tenant must be reported to the Accommodation Management Unit or a designated officer. Any appliance which is judged unsafe shall be removed without further notice to the Tenant/Intern, charge any storage costs to the Tenant/Intern, and return it to the Tenant/Intern at the end of the Tenancy Period.
- 1.16. Not to put anything harmful, or which is likely to cause blockage, in any pipes or drains. This applies to all OES and University buildings, not only the Accommodation, and includes sanitary products.
- 1.17. Not to remove from, affix to, change, damage or attempt to repair the structure or decorative finish of any part of the buildings or the Contents. Removal of electrical appliances, including television, shall incur a fine of chargeable to each tenant of the room where the appliance is found being placed.
- 1.18. Not to change the paint of the room into any other color.
- 1.19. Not to bring additional furniture (including items such as fridges and cookers) into OES owned and/or managed properties without the prior written consent from the Accommodation Management Unit or a designated officer.
- 1.20. Not to sub-let the Accommodation or transfer occupancy to any person.
- 1.21. Not to receive visitors to the Accommodation without prior notice to the Accommodation Management Unit or a designated officer.
- 1.22. Not to cause any nuisance, offence, disruption, harassment or persistent disturbance to others.

- 1.23. Not to bring into OES owned and/or managed properties any animal.
- 1.24. Not to cause any obstruction of the Common Areas.
- 1.25. Where the Tenant/Intern becomes aware of damage to the Accommodation caused by an intruder, to report the incident to the Accommodation Management Unit or a designated officer during office hours or to University Security Services outside these times immediately. Contact numbers for University Security is posted on each of the residence noticeboards.

2. University's Obligations

- 2.1. Except in the case of an emergency, to give the tenant at least 24 hours' notice prior to entering the Accommodation during term-time.
- 2.2. Not to interrupt the Tenant's occupation of the Accommodation more than is reasonably necessary.
- 2.3. To give a receipt for any of the Tenant's property confiscated under the terms of this tenancy agreement.
- 2.4. To ensure that staff are clearly identifiable, and that any staff or contractor requiring access to the Accommodation carries appropriate identification documents.
- 2.5. Maintain the all Common Areas in good order and repair, and keep any equipment in proper working order.

3. Other conditions

- 3.1. Personal belongings left at the Accommodation are at the Tenant's own risk.
- 3.2. OES is not liable to repair any damage caused by the Tenant unless the cost is met by insurance (any excess on insurance policies being payable by the Tenant) or by the Tenant.
- 3.3. OES is entitled to remove from the Accommodation or the Common Areas any article which constitutes an obstruction or a fire or health or safety risk but (unless perishable) will return it to the Tenant on the termination of this tenancy agreement.
- 3.4. OES is entitled to remove any item left in by the Tenant, after 4 weeks from the end of the Tenancy Period and shall not be obliged to return it to the Tenant.
- 3.5. Notices under this Tenancy Agreement must be in writing (which includes email).

4. Termination of this Tenancy Agreement

- 4.1. OES may terminate this tenancy agreement at any time by serving notice on the Tenant if:
 - (a) Any payment is overdue by 45 days or more or;
 - (b) The Tenant is in serious or persistent breach of any of the Tenant's obligations or;
 - (c) In the reasonable opinion of the University the behavior of the Tenant constitutes a serious risk to him/herself or others or the University's.
- 4.2. The Tenant may only terminate this tenancy agreement in accordance with this clause, and will remain liable for the clauses of this agreement and its financial obligation until:
 - (a) the Tenant has applied for withdrawal from accommodation via the accommodation system through www.oes-properties.com, or has given notice in writing to the Accommodation Management Unit or a designated officer that s/he wishes to leave; **and**
 - (b) a replacement who is not already a Tenant of the University enters into a tenancy agreement with the University (the University may assist the Tenant in finding a replacement, but does not guarantee it will be able to find one);
- 4.3. Room swaps will not be treated as replacements and refunds of Rent will only be given where the void in the University Residence caused by the Tenant's early departure has been filled and there is no loss to the University. The University shall be entitled to fill any rooms which are already vacant before allocating people on its waiting list to the Accommodation.

- 4.4. If this tenancy agreement is terminated early by the Tenant, before the end of the Tenancy Agreement, the booking fee is NOT REFUNDABLE.
- 4.5. Any pre-paid rent will only be refunded for the remaining period of the tenancy agreement where the void in the Residence caused by the Tenant's early departure has been filled and there is no loss to the University.
- 4.6. If this tenancy agreement is terminated under clause 4.2, pre-paid Rent will only be refunded for the period for which a replacement has been found and entered into a tenancy agreement.
- 4.7. The University's acceptance of the keys/access cards at any time shall not in itself be effective to terminate this tenancy agreement while any part of the Period of Tenancy remains unexpired.

5. Shared Room Contracts

- 5.1. Where the Accommodation is designated for occupancy by more than one person, this clause applies but not otherwise.
- 5.2. Each occupier will have a separate agreement with the University on the same Terms.
- 5.3. Where damage or loss occurs at the Accommodation and it is not possible for the University (acting reasonably) to ascertain who is at fault, to pay a fair and reasonable proportion of the cost of repairing the damage or reinstating the loss.
- 5.4. The Tenant shall be charged the same 'shared room rentals' that he/she has been paying for, in the event of the said Tenant becomes sole occupier of such shared-accommodation, provided such event did not occur because of any of his/her own acts. For other convenience or safety reasons, AMU may shift the Tenant to a single occupancy unit, wherein the room rentals shall remain the same as it was before such shifting. In such event, the Tenant may be allowed to pay the then shared rentals for a period of max one month and subsequent to that 'standard single occupancy rates on pro-rated basis would apply.
- 5.5. The University may introduce a second Tenant to the Accommodation if it is solely occupied and will give reasonable notice to the Tenant in occupation of its intention to do so. Rent will revert to the rate for a shared accommodation when a Tenant begins occupation.
- 5.6. The University shall not be obliged to relocate either Tenant in the event that sharing Tenants do not get on with each other, but will treat transfer requests sympathetically in such circumstances. Tenants in shared accommodation have the same rights to terminate their tenancy agreements as those not in shared accommodation.
- 5.7. Tenants in shared accommodation will show the utmost respect for the other occupier(s) of the Accommodation and for their belongings. The rights of the sharing Tenants are equal and neither has precedence or preference over the other.

6. Semester Break and Summer Extensions

- 6.1. This agreement does not permit the Tenant to remain in the Accommodation over the semester break and the summer vacation, and the Tenant must vacate the Accommodation at the end of the Tenancy Period, unless the University grants an extension, in accordance with the clause 6.
- 6.2. The University does not guarantee that all applications for semester break and summer extensions will be successful, because there is only a limited number of places available.
- 6.3. If the Tenant wishes to stay in University residences during the summer:
 - (a) The Tenant must be an international enrolled Tenant of the University;
 - (b) The Tenant must have paid all rent and other sums due under the Tenancy Agreement;
 - (c) The Tenant must apply for the extension prior to the Semester Break and Summer Holiday, but not later than the 14th week of the semester of study.

Signed by a duly authorised officer on behalf of OES:	Signed by the Tenant:
Signature: _____	Signature: _____
Print name: _____	Print name: _____
Date: _____	Date: _____

List of Fines and Charges chart at the end of this document.

Items	Fines
Unpaid instalment	OMR 5/- on each unpaid instalment
Removing appliances/electronics from its place	OMR 20/- on each tenant where the removed appliance is found in
Untidy and Undisposed of items	OMR 10/-
Pets or animals kept in Accommodation	OMR 50/-
Alteration to the display of furniture	OMR 10/- per item
Alteration to the room's paint	OMR 30/- on each tenant